
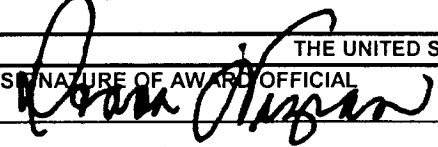


| | | | | | | |
|--|---|---|---|--|--------------------|--|
|  | U.S. ENVIRONMENTAL PROTECTION AGENCY Cooperative Agreement | | ASSISTANCE ID NO. | | | DATE OF AWARD SEP 28 MAILING DATE OCT - 5 2 ACH# |
| | | | PRG | DOC ID | AMEND# | |
| | | | BF - 97258006 - 0 | | | |
| | | | TYPE OF ACTION New | | | |
| PAYMENT METHOD: Advance | | | | | | |
| RECIPIENT TYPE: Municipal | | | Send Payment Request to: Las Vegas Finance Center | | | |
| RECIPIENT: Glen Cove Industrial Development Agency City Hall, 9 Glen Street Glen Cove, NY 11542 EIN: 52-1351508 | | | PAYEE: Glen Cove Industrial Development Agency City Hall, 9 Glen Cove Glen Cove, NY 11542 | | | |
| PROJECT MANAGER | | EPA PROJECT OFFICER | | EPA GRANT SPECIALIST | | |
| Danielle Oglesby City Hall, 9 Glen Street Glen Cove, NY 11542 E-Mail: dtoglesby@glencovecda.org Phone: 516-676-1625 | | Vanessa Williams 290 Broadway, ERRD/PSB New York, NY 10007-1866 E-Mail: Williams.VanessaA@epamail.epa.gov Phone: 212-637-4235 | | Jennifer Chernowski Grants and Contracts Mgt Branch, OPM/GCMB E-Mail: Chernowski.Jennifer@epamail.epa.gov Phone: 212-637-3421 | | |
| PROJECT TITLE AND DESCRIPTION Glen Cove - BF Cleanup Doxey Site Under this Cooperative Agreement, the recipient will cleanup/remediate the Doxey "brownfields" site located at 10 Garvies Point Road in Glen Cove, New York, which has been contaminated with hazardous substances by historic site operations. "Brownfields" are properties whose expansion, redevelopment or reuse may be complicated by the presence of hazardous substances or other pollutants or contaminants. Once the site is cleaned up, the City of Glen Cove and the public will benefit from the future redevelopment of the site. During the life of the project the recipient will also involve residents and other stakeholders surrounding the site by holding community meetings and sharing written information. | | | | | | |
| BUDGET PERIOD | | PROJECT PERIOD | | TOTAL BUDGET PERIOD COST | | |
| 10/01/2006 - 09/30/2009 | | 10/01/2006 - 09/30/2009 | | \$240,000.00 | | |
| | | | | TOTAL PROJECT PERIOD COST | | |
| | | | | \$240,000.00 | | |
| NOTICE OF AWARD Based on your application dated 07/06/2006, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$200,000. EPA agrees to cost-share 83.33% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments. | | | | | | |
| ISSUING OFFICE (GRANTS MANAGEMENT OFFICE) | | | AWARD APPROVAL OFFICE | | | |
| ORGANIZATION / ADDRESS | | | ORGANIZATION / ADDRESS | | | |
| Grants and Contracts Management Branch 290 Broadway, 27th Floor New York, NY 10007-1866 | | | U.S. EPA, Region 2 Emergency and Remedial Response Division 290 Broadway New York, NY 10007-1866 | | | |
| THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY | | | | | | |
| SIGNATURE OF AWARD OFFICIAL  | | | TYPED NAME AND TITLE Donna J. Vizian, Assistant Regional Administrator for Policy and Management | | | |
| AFFIRMATION OF AWARD | | | | | | |
| BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION | | | | | | |
| SIGNATURE | | | TYPED NAME AND TITLE | | DATE | |
| | | | Cara Longworth, Executive Director | | SEP 28 2006 | |

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| Assistance Program (CFDA) | Statutory Authority | Regulatory Authority |
|--|------------------------|----------------------|
| 66.818 - Brownfields Assessment and Cleanup Cooperative Agreements | CERCLA: Sec. 104(k)(3) | 40 CFR PART 31 |

| Fiscal | | | | | | | | | |
|------------|--------|----|--------------|---------------------|---------|--------------|--------------|-------------------|---------------------------|
| Site Name | DCN | FY | Approp. Code | Budget Organization | PRC | Object Class | Site/Project | Cost Organization | Obligation / Deobligation |
| DOXEY SITE | HE0605 | 06 | E4 | 02D0AG7 | 402D79E | 4114 | G247OQ00 | - | 200,000 |
| | | | | | | | | | 200,000 |

Budget Summary Page: Brownfields Assessment and Cleanup Cooperative Agreements

| Table A - Object Class Category (Non-construction) | Total Approved Allowable Budget Period Cost |
|---|--|
| 1. Personnel | \$31,200 |
| 2. Fringe Benefits | \$10,920 |
| 3. Travel | \$500 |
| 4. Equipment | \$0 |
| 5. Supplies | \$0 |
| 6. Contractual | \$197,380 |
| 7. Construction | \$0 |
| 8. Other | \$0 |
| 9. Total Direct Charges | \$240,000 |
| 10. Indirect Costs: % Base | \$0 |
| 11. Total (Share: Recipient <u>16.67</u> % Federal <u>83.33</u> %.) | \$240,000 |
| 12. Total Approved Assistance Amount | \$200,000 |
| 13. Program Income | \$0 |
| 14. Total EPA Amount Awarded This Action | \$200,000 |
| 15. Total EPA Amount Awarded To Date | \$200,000 |

Administrative Conditions

1. ADVANCE METHOD OF PAYMENT

In accordance with EPA regulations, the recipient is authorized to receive advance payments under this agreement, provided that the recipient takes action to minimize the time elapsing between the transfer of funds from EPA and the disbursement of those funds. The recipient shall request Federal payments by completing the EPA Payment Requests Form (EPA Form 190-F-04-001) and faxing it to the Las Vegas Finance Center at 702-798-2423. This form can be found at www.epa.gov/ogd/forms/forms.htm.

2. ELECTRONIC TRANSFER OF FUNDS

The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer after January 2, 1999. In order to comply with the Act, a recipient must receive payments via one of two electronic mechanisms available to them:

A) Automated Standard Application for Payments (ASAP)

ASAP is an automated drawdown system sponsored by the U.S. Department of the Treasury. Recipients must enroll with Treasury. Additional information concerning ASAP can be obtained by contacting the EPA Las Vegas Finance Center, at (702) 798-2495, or by visiting www.fms.treas.gov/asap.

Under this payment mechanism, the recipient initiates, via ASAP, an electronic or voice-activated telephone payment request which is approved or rejected based on the amount of available funds authorized by EPA in the recipient's account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application.

In order to receive payments via ASAP the recipient must first complete an ASAP enrollment application and have an ASAP account set up.

B) Electronic Funds Transfer (EFT)

Under this payment mechanism, the recipient submits an EPA Payment Requests Form to EPA for approval. Approved funds are credited to the recipient organization at its designated financial institution. In order to receive EFT payments the recipient must first complete and return the *ACH Vendor/Miscellaneous Payment Enrollment* form (TFS Form 3881) to the EPA Las Vegas Finance Center. The Enrollment form can be found by visiting <http://www.epa.gov/ocfo/finservices/payinfo.htm#grants>. Upon receipt and processing of the enrollment for, LVFC will send you a letter assigning you an EFT Control Number. At that time you will also receive an EFT payment process Recipient's manual along with a supply of EPA Payment Requests and other required forms. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center, at (702) 798-2495.

3. FINANCIAL STATUS REPORTS/GRANT CLOSEOUT

A) Interim Financial Status Reports (FSR)

An Interim Financial Status Report (FSR) is to be submitted to the EPA Grants and Contracts

Management Branch 90 days after the anniversary of the project period start date. Interim FSRs should be submitted to:

Roch Baamonde, Chief
Grants and Contracts Management Branch
USEPA Region 2
290 Broadway, 27th Floor
New York, NY 10007

B) Final Financial Status Reports

In accordance with 40 CFR 30.52(a)(1)(iv) or 31.41(b)(4) as it applies, the recipient shall submit to the EPA, Las Vegas Finance Center a "final" Financial Status Report (FSR) within 90 days after the expiration of the project period end date or the date of termination. You can either fax the reports to 702-798-2423 or mail them to:

U.S. Environmental Protection Agency
Las Vegas Finance Center
P.O. Box 98515
Las Vegas, NV 89193-8515

EPA may extend the due date for submission of a final FSR upon a written request from the recipient. The recipient is required to submit an "interim" FSR to the EPA Region 2 Grants and Contracts Management Branch, along with this request.

C) Closeout

The Administrative Closeout Phase for this grant will be initiated with the submission of a "final" FSR. At that time, the recipient must submit the following forms/reports to the EPA Region 2 Grants and Contracts Management Branch, if applicable:

- Federally Owned Property Report
- An Inventory of all Property Acquired with federal funds
- Contractor's or Grantee's Invention Disclosure Report (EPA Form 3340-3)

Additionally, the recipient's Final Request for Payment should be submitted to the LVFC.

4. LOBBYING AND LITIGATION CERTIFICATE

Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, **the recipient agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate* , within 90 days after the end of project period.**

The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States.

5. RESTRICTIONS ON LOBBYING

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying* . The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

6. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

In accordance with EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance programs, the recipient agrees to:

a) the applicable FY 2006 "fair share" goals negotiated with EPA by the State as follows:

- for the New York Upstate Region MBE: Construction is 6%; Equipment, Supplies and Services are 8.8%.

- for the New York Upstate Region WBE: Construction is 6%; Equipment, Supplies and Services are 8.8%.

- for the New York City Region MBE: Construction is 21.5%; Equipment, Supplies and Services are 18.8%.

- for the New York City Region WBE: Construction is 13.7%; Equipment, Supplies and Services are 20.5%.

If the recipient does not want to rely on the applicable State's MBE/WBE goals, the recipient agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair share" objectives must be submitted to Michele Junker, the Region 2 MBE/WBE Coordinator, within 30 days of award and approved by EPA no later than 30 days thereafter.

b) ensure to the fullest extent possible that at least the FY 2006 "fair share" percentage negotiated with EPA of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.

c) apply the applicable State's FY 2006 "fair share" goals or its own negotiated FY 2006 "fair share" goals to any procurement initiated after the FY 2006 "fair share" objectives become effective. The recipient also agrees to include in its bid documents the applicable FY 2006 "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the applicable FY 2006 "fair share" percentages and to comply with paragraphs (d) through (e).

d) follow the six affirmative steps stated in 40 CFR 30.44(b), 40 CFR 31.36(e), 35.3145(d), or 35.6580, as appropriate.

e) submit an EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" to the Region 2 EPA Grants Management Specialist thirty days after the end of the Federal fiscal year (October 30) or within ninety days after the grant's expiration date, whichever date is earlier. This applies to all assistance agreements except project grants awarded under 40 CFR Part 31. Reports for these agreements are due 30 days after the end of each Federal fiscal quarter.

f) notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the fair share objective, in the event race and/or gender neutral efforts prove to be inadequate to achieve a fair share objective for MBE/WBE.

7. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE (PART 31)

If a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the EPA, Region 2, Grants and Contracts Management Branch prior to the budget/project period expiration dates. An interim FSR must be submitted along with the request which covers all expenditures and obligations to date.

8. RECYCLING AND WASTE PREVENTION

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

STATE AGENCIES AND POLITICAL SUBDIVISIONS:

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

9. SINGLE AUDITS

A recipient who expends more than \$500,000 annually in Federal funds is required to have an independent audit performed in accordance with the Office of Management and Budget (OMB) Circular A-133. The cost of such an audit is an allowable charge to your Federal grant awards on a prorated basis. If you have already met this requirement, please submit 2 copies of the latest independent audit report to the EPA, Grants and Contracts Management Branch within 30 days of the date of this award. If the required audit has not been performed, submit milestone dates for compliance with OMB Circular A-133 within 30 days of the date of this award to the EPA, Grants and Contracts Management Branch.

10. SUSPENSION AND DEBARMENT

Recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for

further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

11. UTILIZATION OF SMALL BUSINESS IN RURAL AREAS (SBRAs)

In accordance with Section 129 of Public Law 100-590 (i.e., Small Business Act amendments) the recipient agrees and is required to utilize the following affirmative steps if a contract is awarded under this assistance agreement:

- a. placing SBRAs on solicitation lists;
- b. making sure that SBRAs are solicited whenever they are potential sources;
- c. dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. establishing delivery schedules, where the requirements of work will permit, which would encourage participation by SBRAs;
- e. using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate; and
- f. requiring the contractor to take the affirmative steps in subparagraphs a. through e. of this part if subcontracts are awarded.

Programmatic Conditions

I. GENERAL FEDERAL REQUIREMENTS

1. Federal Policy and Guidance

- a.
 - (1) Cooperative Agreement Recipients: In implementing this agreement, the cooperative agreement recipient (CAR) shall ensure that work done with cooperative agreement funds complies with the requirements of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable Federal and State laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.
 - (2) The CAR must consider whether they are required to or will otherwise conduct cleanups funded under this cooperative agreement under a State or Tribal response program. If the CAR chooses not to participate in a State or Tribal response program, then the CAR is required to consult with

and take direction from the Environmental Protection Agency (EPA) to ensure that the proposed cleanup is protective of human health and the environment.

- b. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds provided by this cooperative agreement, or when funds awarded under this agreement are used in combination with other sources of funds, to ensure that the CAR complies with all applicable Federal and State laws and requirements. In addition to CERCLA 104(k), Federal applicable laws and requirements include:
 - (1) CERCLA 104(g) requires and the CAR agrees to comply with or ensure compliance with the prevailing wage rate requirements under the Davis-Bacon Act of 1931 for construction, repair or alteration contracts "funded in whole or in part" with funds provided under this agreement. The CAR must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction, alteration or repair contract.
 - (2) The CAR agrees to comply with or ensure compliance with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."
 - (3) The CAR agrees to comply with or ensure compliance with the following Federal cross-cutting requirements including, but not limited to, MBE/WBE requirements found at 40 CFR 31.36(e) or 40 CFR 30.44(b); OSHA Worker Health & Safety Standard 29 CFR 1910.120; the Uniform Relocation Act; National Historic Preservation Act; Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC 327-333) the Anti Kickback Act (40 USC 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

2. Site Approval, Changes to Sites Boundaries, Budget, Ownership, and Cleanup Methods

- a. The CAR's application dated July 6, 2006 provided information on the following hazardous site proposed for cleanup: Doxey Site, 10 Garvies Point Road.
- b. EPA has approved the above-referenced site for cleanup with funds awarded through this cooperative agreement. The CAR may not change or substitute sites. The CAR must use funds provided by this agreement to clean up the brownfield site identified above and in the EPA approved scope of work. Any changes to the boundaries of the site must be approved by EPA, in writing, in a revised scope of work.
- c. If the CAR has been awarded other EPA cleanup grants to clean up other sites it may not change budgetary allocations among the grants and sites.
- d. CERCLA 104(k) authorizes funding for cleanup response only on sites that are owned by the CAR. In accepting this cooperative agreement, the CAR represents that as of the date of the award of this grant, the CAR is the sole owner of the site identified in subparagraph a. of this paragraph, and that the CAR will continue to own this site throughout the performance period of this grant. For the purposes of this agreement, the term "owns" means fee simple title unless EPA approves a different arrangement.

- e. The CAR may not make substantial changes to the cleanup method described in the scope of work without prior EPA approval.

II. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

3. Term of the Agreement

- a. The term of this agreement is three years from the start of the project and budget period, unless otherwise extended by EPA at the CAR's request.
- b. If after 1½ years from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, EPA may terminate this agreement.

4. Substantial Involvement

- a. The U.S. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - (1) Substantial involvement by the EPA generally includes administrative activities such as: monitoring the CAR's implementation of activities funded through this grant; review of project phases; and approval of substantive terms included in professional services contracts that will be awarded with funds provided by this cooperative agreement.
 - (2) Substantial EPA involvement may include reviewing financial and program performance reports; and monitoring all reporting, record-keeping, and other program requirements.
 - (3) EPA may waive any of the provisions in term and condition 4 a., at its own initiative or upon request by the CAR, provided that any such waivers will be provided by EPA in writing.
- b. Effect of EPA's substantial involvement includes:
 - (1) EPA's review of any project phase, document, or cost incurred under this cooperative agreement, will not have any effect upon CERCLA §128 Eligible Response Site determinations or for rights, authorities, and actions under CERCLA or any Federal statute.
 - (2) The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable Federal and State laws.
 - (3) The CAR remains responsible for ensuring costs are allowable under CERCLA 104(k)(3) and applicable OMB Circulars.

5. Cooperative Agreement Recipient Roles and Responsibilities

- a. The CAR must acquire the services of a qualified environmental professional(s) to coordinate, direct, and oversee the brownfields assessment and cleanup activities at the site approved under this cooperative agreement, if they do not have such a professional on staff.
- b. The CAR is responsible for ensuring that contractors and subgrant recipients comply with the terms of their agreements with the CAR, and that agreements between the CAR and subgrant recipients and contractors are consistent with the terms and conditions of this agreement.

- c. Subgrants are defined at 40 CFR 31.3 and 40 CFR 30.2(f). The CAR may not subgrant to for-profit organizations. The CAR must obtain commercial services and products necessary to carry out this agreement under competitive procurement procedures as described in 40 CFR 31.36 or the Procurement Standards of 40 CFR Part 30, as applicable. In addition, EPA policy encourages awarding subgrants competitively and the CAR must consider awarding subgrants through competition. The CAR agrees that it will not award a subgrant other than through competitive procedures unless the EPA Project Officer has consented thereto in advance in writing. If the CAR awards a subgrant for cleanup, the CAR may request technical assistance from EPA to determine whether the statutory prohibition found in Section 104(k)(4)(B)(i)(IV) of CERCLA applies to potential subgrant recipients (a subgrant may not be awarded to a recipient that may be potentially liable under CERCLA for the cleanup of that site).

6. Quarterly Progress Reports

- a. The CAR must submit progress reports on a quarterly basis (30 days after the end of each Federal fiscal quarter) to the EPA Project Officer. The quarterly progress reports must be prepared in accordance with the EPA Quarterly Progress Report Template and the EPA Property Profile Template, both of which will be provided to the CAR by the EPA Project Officer. The progress reports must document incremental progress at achieving the project goals and milestones. Quarterly progress reports must include:
 - (1) Documentation of progress at meeting performance outcomes/outputs; project narrative; project time line; and an explanation for any slippage in meeting established outputs/outcomes.
 - (2) An update on project milestones.
 - (3) A budget recap summary page with the following headings: Current Approved Budget; Costs Incurred this Quarter; Costs Incurred to Date; and Total Remaining Funds.
 - (4) Recipient quarterly reports must clearly identify which activities performed during the reporting period were undertaken with EPA funds, and will relate EPA-funded activities to the objectives and milestones agreed upon in the work plan. To the extent consistent with the scope of work for this cooperative agreement, activities undertaken with EPA funds to be included in quarterly performance reporting include:
 - (i) Acres per property(ies)
 - (ii) Cleanup started/completed
 - (iii) Types of contaminants removed/addressed
 - (iv) Acres of greenspace created/preserved
 - (v) Engineering/institutional controls: identify the control by type, property and whether they are in place.
 - (vi) Number of properties with one(1) or more engineering/institutional controls
 - (vii) Redevelopment underway
 - (viii) Funds leveraged
 - (ix) Jobs leveraged
 - (x) Health monitoring studies, insurance, and/or institutional controls funded
- b. The CAR must complete and submit relevant portions of the Property Profile Form (available at <http://www.epa.gov/brownfields/pubs/rptforms.htm> or from the EPA Project Officer) reporting the initiation of cleanup activities and the completion of cleanup activities. The CAR must submit the updated Property Profile Form reflecting such events within 30 days after the end of the Federal fiscal quarter in which the event occurred.
- c. In accordance with 40 CFR§31.40(d) or 40 CFR §30.51(f), the recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved work plan.

III. FINANCIAL ADMINISTRATION REQUIREMENTS

7. Cost Share Requirement

CERCLA §104(k)(9)(B)(iii) requires the recipient of this cooperative agreement to pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source) of at least 20 percent (i.e., 20 percent of the total federal funds awarded). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement and must be supported by adequate documentation.

8. Eligible Uses of the Funds for the Cooperative Agreement Recipient

- a. To the extent allowable under the EPA-approved scope of work, cooperative agreement funds may be used for programmatic expenses necessary to clean up sites. Eligible programmatic expenses include activities described in Section IV of these terms and conditions. In addition, eligible programmatic expenses may include:
 - (1) Ensuring cleanup activities at a particular site are authorized by CERCLA 104(k) and the EPA approved scope of work;
 - (2) Ensuring that a cleanup complies with applicable requirements under Federal and State laws, as required by CERCLA 104(k);
 - (3) Using a portion of the grant to purchase environmental insurance for the remediation of the site. Funds may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under term and condition 9;
 - (4) Any other eligible programmatic costs including direct costs incurred by the recipient in reporting to EPA; procuring and managing contracts; awarding and managing subgrants to the extent allowable in term and condition 5 c.; and carrying out community involvement pertaining to the cleanup activities.

9. Ineligible Uses of the Funds for the Cooperative Agreement Recipient

- a. The CAR was awarded funding through this cooperative agreement to address hazardous waste or mixed waste contamination only. Grant funding may not be used to address sites contaminated only with petroleum.
- b. Cooperative agreement funds shall not be used by the CAR for any of the following activities:
 - (1) Pre-cleanup environmental assessment activities such as site assessment, identification, and characterization with the exception of site monitoring activities that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
 - (2) Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
 - (3) Construction, demolition, and development activities that are not cleanup actions (e.g., marketing of property or construction of a new facility or addressing public or private drinking water supplies that have deteriorated through ordinary use);
 - (4) Job training unrelated to performing a specific cleanup at a site covered by the grant;
 - (5) To pay for a penalty or fine;
 - (6) To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
 - (7) To pay for a response cost at a brownfields site for which the recipient of the grant is *potentially* liable under CERCLA §107;
 - (8) To pay a cost of compliance with any federal law, excluding the cost of compliance with

laws applicable to the cleanup; and
(9) Unallowable costs (e.g., lobbying and fund raising) under applicable OMB Circulars.

- c. Under CERCLA 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under applicable OMB Circulars incurred by the CAR.

- (1) Ineligible administrative costs include costs incurred in the form of salaries, benefits, contractual costs, supplies, and data processing charges, incurred to comply with most provisions of the Uniform Administrative Requirements for Grants contained in 40 CFR Part 30 or 40 CFR Part 31. Direct costs for grant administration, with the exception of costs specifically identified as eligible programmatic costs, are ineligible even if the grant recipient is required to carry out the activity under the grant agreement. Costs incurred to report quarterly performance to EPA under the grant are eligible.
- (2) Ineligible grant administration costs include direct costs for:
 - (i) Preparation of applications for Brownfields grants;
 - (ii) Record retention required under 40 CFR 30.53 and 40 CFR 31.42;
 - (iii) Record-keeping associated with supplies and equipment purchases required under 40 CFR 30.33, 30.34, and 30.35 and 40 CFR 31.32 and 31.33;
 - (iv) Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 40 CFR 30.25 and 40 CFR 31.30;
 - (v) Maintaining and operating financial management systems required under 40 CFR 30 and 40 CFR 31;
 - (vi) Preparing payment requests and handling payments under 40 CFR 30.22 and 40 CFR 31.21;
 - (vii) Non-federal audits required under 40 CFR 30.26, 40 CFR 31.26, and OMB Circular A-133; and
 - (viii) Close out under 40 CFR 30.71 and 40 CFR 31.50.

10. Obligations for Grant Recipients Asserting a Limitation on Liability from CERCLA §107

- a. EPA awarded this cooperative agreement to the CAR based on information indicating that the CAR would not use cooperative agreement funds to pay for a response cost at a site for which the CAR was potentially liable under CERCLA 107. If the CAR is not potentially liable based on its status as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Land Owner (ILO). The CAR must meet certain continuing obligations in order to maintain its status. If the CAR fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA 104(k)(7)(C). These continuing obligations include:
- (1) complying with any land use restrictions established or relied on in connection with the response action at the vessel or facility and not impeding the effectiveness or integrity of institutional controls;
 - (2) taking reasonable steps with respect to hazardous substance releases (i.e., stopping any continuing releases and limiting exposures to such releases);
 - (3) providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration; and
 - (4) complying with information requests and administrative subpoenas and legally required notices (applies to the criteria for bona fide prospective purchasers and contiguous property owners).

Notwithstanding the CAR's continuing obligations under this agreement, the CAR is subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or

ILO. CERCLA requires additional obligations to maintain the liability limitations for BFPP, CPO, and ILO; the relevant provisions for these obligations include §§101(35), 101(40), 107(b), 107(q) and 107(r).

11. Interest-Bearing Accounts and Program Income

- a. Interest earned on advances are subject to the provisions of 40 CFR §31.21(i) and §30.22(l) relating to remitting interest on advances to EPA on a quarterly basis.
- b. Any program income earned by the CAR will be added to the funds EPA has committed to this agreement and used only for eligible and allowable costs under the agreement as provided in 40 CFR 30.24(b)(1) or 40 CFR 31.25(g)(2), as applicable.

12. Other Brownfields Awards under CERCLA 104(d) or 104(k)

The CAR is required to keep separate records for each assistance agreement awarded to it by EPA whether awarded prior hereto, concurrently, or hereafter, and whether pursuant to Section 104(d) or 104(k) of CERCLA. The CAR may only charge costs to any such assistance agreement that are eligible under that agreement and that are included in the approved scope of work and budget for that particular agreement. The CAR is further required to maintain documentation that clearly shows which activities were charged to each agreement and demonstrates that the same activities were not charged to more than one agreement. Please note that any personnel charging to this agreement who also work on any other activities must document their actual hours worked on each activity, and must account for 100% of their actual total time. Further, it should be noted that the statutory and regulatory requirements for this cooperative agreement may be different from those of the other assistance agreements, and the CAR is responsible for following the applicable statutory and regulatory requirements for each agreement. Please note that the CAR is responsible for all required administrative activities and reporting, even if these activities are not eligible for funding under this cooperative agreement or any of the other assistance agreements.

IV. CLEANUP ENVIRONMENTAL REQUIREMENTS

13. Authorized Cleanup Activities

- a. The CAR shall prepare an Analysis of Brownfields Cleanup Alternatives (ABCA) which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The ABCA must include effectiveness, implementability, and the cost of the response proposed. The ABCA will include an analysis of reasonable alternatives including no action and address whether land use (institutional/engineering) controls will be necessary. The cleanup method chosen must be based on the analysis contained in the ABCA.
- b. After the close of the public comment period on the ABCA, the CAR shall prepare a Brownfields Cleanup Decision Memo describing the proposed cleanup plan based on the ABCA and the entirety of the record. The Brownfields Cleanup Decision Memo must: provide a description of the selected environmental cleanup plan (or changes resulting from public comments, if applicable); address why the cleanup is authorized by the regulatory agency; explain the rationale for selecting that particular action and how it meets cleanup goals; address public comments on the ABCA; explain how the selected cleanup will conform to all applicable or relevant and appropriate requirements including federal and state laws or regulations. An authorized representative of the CAR must sign the Brownfields Cleanup Decision Memo.

- c. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

14. Quality Assurance (QA) Requirements

- a. If environmental samples are to be collected as part of the brownfields cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 40 CFR Part 31.45 (or 40 CFR Part 30.54 requirements for nonprofit organizations) requirements to develop and implement quality assurance practices sufficient to produce data adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements.
- b. The CAR shall prepare a QA plan and submit such plan to the EPA Project Officer for approval. The PO will review the QA plan to insure that it meets programmatic needs and to insure that all of the required elements of the QA plan are included. Once approved by the PO, the QA plan is forwarded to the EPA QA staff for their review and approval. The CAR may not perform work at any site under this cooperative agreement until EPA has approved the QA plan in writing.

15. Community Relations and Public Involvement in Cleanup Activities

All cleanup activities require a site-specific community relations plan that includes providing reasonable notice, opportunity for involvement, response to comments, and administrative records that are available to the public.

16. Administrative Record

The CAR shall establish an administrative record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the administrative record shall include the ABCA; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; the Brownfields Cleanup Decision Memo; and verification that shows that cleanup is complete. The CAR shall keep the administrative record available at a location convenient to the public and make it available for inspection.

17. Implementation of Cleanup Activities

- a. The CAR shall ensure the adequacy of each cleanup in protecting human health and the environment as it is implemented. Subject to the EPA notification and approval in provision 2 e., the CAR is allowed to change cleanup activities as necessary based on comments from the public or any new information acquired.
- b. If the CAR is unable or unwilling to complete the cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and the EPA to ensure an orderly transition should additional activities become necessary.

18. Completion of Cleanup Activities

The CAR shall ensure that the successful completion of a cleanup is properly documented. This must be done through a final report or letter from a qualified environmental professional, or other documentation provided by a State or Tribe that shows cleanup is complete. This documentation needs to be included as part of the administrative record.

V. OTHER CLEANUP GRANT REQUIREMENTS

19. Inclusion of Special Terms and Conditions in Cleanup Documents

- a. The CAR shall meet the cleanup and other program requirements of the cleanup including:
 - (1) In accordance with 40 CFR 31.42 or 40 CFR 30.53, the CAR shall maintain records for a minimum of three years following completion of the cleanup financed all or in part with cleanup grant funds. Cooperative agreement recipients shall provide access to records relating to cleanups supported with cleanup grant funds to authorized representatives of the Federal government.
 - (2) The CAR has an ongoing obligation to advise EPA if assessed any penalties by Federal, State or local governmental entities resulting from environmental non-compliance at the site subject to this agreement.

20. Conflict of Interest: Appearance of Lack of Impartiality

- a. The CAR shall establish and enforce conflict of interest provisions that prevent the award of contracts or subgrants that create real or apparent personal conflicts of interest or the appearance of the CAR's lack of impartiality. Such situations include, but are not limited to, situations in which an employee, official, consultant, contractor, or other individual associated with the CAR (affected party) approves or administers a contract or subgrant to a recipient in which the affected party has a financial or other interest. Such a conflict of interest or appearance of lack of impartiality may arise when:
 - (1) The affected party,
 - (2) Any member of his immediate family,
 - (3) His or her partner, or
 - (4) An organization which employs, or is about to employ, any of the above, has a financial or other interest in the contract awardee or subgrant recipient.
- b. Affected employees will neither solicit nor accept gratuities, favors, or anything of monetary value from contract awardees or subgrant recipients. The CAR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such standards of conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards by affected parties.